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12 Attorneys for Plaintiff Zilya Mukharlyamova
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 ZILYA MUKHARLYAMOVA, an
17 individual,

18 Plaintiff,

19 v.

20 VAN CLEEF & ARPELS, INC., a
foreign corporation; RICHEMONT
21 NORTH AMERICA, INC. d/b/a
VAN CLEEF & ARPELS, a foreign
22 corporation; FAYCAL RAFIQ, an
individual; and DOES 1 through 20,
23 inclusive,

24 Defendant.

Case No: 2:22-cv-04264-RSWL-KS

STIPULATED PROTECTIVE ORDER

Complaint Filed: May 20, 2022
Trial Date: TBD

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
6 to enter the following Stipulated Protective Order. The parties acknowledge that
7 this Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section XIII(C), below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Civil Local Rule 79-5 sets forth
13 the procedures that must be followed and the standards that will be applied when
14 a party seeks permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve medical records, records related to
17 third-parties that could involve their right to privacy, customer and pricing lists,
18 and/or proprietary information for which special protection from public disclosure
19 and from use for any purpose other than prosecution of this action is warranted.
20 Such confidential and proprietary materials and information consist of, among
21 other things, medical information, confidential business or financial information,
22 information regarding confidential business practices, or other confidential and
23 private third-party information , information otherwise generally unavailable to the
24 public, or which may be privileged or otherwise protected from disclosure under
25 state or federal statutes, court rules, case decisions, or common law. Accordingly,
26 to expedite the flow of information, to facilitate the prompt resolution of disputes
27 over confidentiality of discovery materials, to adequately protect information the
28 parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct of
2 trial, to address their handling at the end of the litigation, and serve the ends of
3 justice, a protective order for such information is justified in this matter. It is the
4 intent of the parties that information will not be designated as confidential for
5 tactical reasons and that nothing be so designated without a good faith belief that
6 it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

8 **III. DEFINITIONS**

9 A. Action: This pending federal law suit].

10 B. Challenging Party: A Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 C. “CONFIDENTIAL” Information or Items: Information (regardless
13 of how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
15 the Good Cause Statement.

16 D. Counsel: Outside Counsel of Record and House Counsel (as well as
17 their support staff and any agents they may retain to assist in the prosecution or
18 defense of this action).

19 E. Designating Party: A Party or Non-Party that designates information
20 or items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL.”

22 F. Disclosure or Discovery Material: All items or information,
23 regardless of the medium or manner in which it is generated, stored, or maintained
24 (including, among other things, testimony, transcripts, and tangible things), that
25 are produced or generated in disclosures or responses to discovery in this matter.

26 G. Expert: A person with specialized knowledge or experience in a
27 matter pertinent to the litigation who has been retained by a Party or its counsel to
28 serve as an expert witness or as a consultant in this Action.

1 H. House Counsel: Attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 I. Non-Party: Any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 J. Outside Counsel of Record: Attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated with a law
9 firm which has appeared on behalf of that party, and includes support staff.

10 K. Party: Any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs and any agents they retain to assist in the prosecution or defense of
13 this action).

14 L. Producing Party: A Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 M. Professional Vendors: Persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits
18 or demonstrations, and organizing, storing, or retrieving data in any form or
19 medium) and their employees and subcontractors.

20 N. Protected Material: Any Disclosure or Discovery Material that is
21 designated as "CONFIDENTIAL."

22 O. Receiving Party: A Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 **IV. SCOPE**

25 A. The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 B. Any use of Protected Material at trial shall be governed by the orders
4 of the trial judge. This Order does not govern the use of Protected Material at trial.

5 **V. DURATION**

6 B. Even after final disposition of this litigation, the confidentiality
7 obligations imposed by this Order shall remain in effect until a Designating Party
8 agrees otherwise in writing or a court order otherwise directs. Final disposition
9 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
10 Action, with or without prejudice; and (2) final judgment herein after the
11 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
12 of this Action, including the time limits for filing any motions or applications for
13 extension of time pursuant to applicable law.

14 **VI. DESIGNATING PROTECTED MATERIAL**

15 A. Exercise of Restraint and Care in Designating Material for Protection

16 1. Each Party or Non-Party that designates information or items
17 for protection under this Order must take care to limit any such designation
18 to specific material that qualifies under the appropriate standards. The
19 Designating Party must designate for protection only those parts of material,
20 documents, items, or oral or written communications that qualify so that
21 other portions of the material, documents, items, or communications for
22 which protection is not warranted are not swept unjustifiably within the
23 ambit of this Order.

24 2. Mass, indiscriminate, or routinized designations are prohibited.
25 Designations that are shown to be clearly unjustified or that have been made
26 for an improper purpose (e.g., to unnecessarily encumber the case
27 development process or to impose unnecessary expenses and burdens on
28 other parties) may expose the Designating Party to sanctions.

1 3. If it comes to a Designating Party's attention that information
2 or items that it designated for protection do not qualify for protection, that
3 Designating Party must promptly notify all other Parties that it is
4 withdrawing the inapplicable designation.

5 B. Manner and Timing of Designations

6 1. Except as otherwise provided in this Order (*see, e.g.*, Section
7 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
8 Discovery Material that qualifies for protection under this Order must be
9 clearly so designated before the material is disclosed or produced.

10 2. Designation in conformity with this Order requires the
11 following:

12 a. For information in documentary form (e.g., paper or
13 electronic documents, but excluding transcripts of depositions or
14 other pretrial or trial proceedings), that the Producing Party affix at a
15 minimum, the legend "CONFIDENTIAL" (hereinafter
16 "CONFIDENTIAL legend"), to each page that contains protected
17 material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify
19 the protected portion(s) (e.g., by making appropriate markings in the
20 margins).

21 b. A Party or Non-Party that makes original documents
22 available for inspection need not designate them for protection until
23 after the inspecting Party has indicated which documents it would like
24 copied and produced. During the inspection and before the
25 designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL." After the inspecting Party has
27 identified the documents it wants copied and produced, the Producing
28 Party must determine which documents, or portions thereof, qualify

1 for protection under this Order. Then, before producing the specified
2 documents, the Producing Party must affix the “CONFIDENTIAL
3 legend” to each page that contains Protected Material. If only a
4 portion or portions of the material on a page qualifies for protection,
5 the Producing Party also must clearly identify the protected portion(s)
6 (e.g., by making appropriate markings in the margins).

7 c. For testimony given in depositions, that the Designating
8 Party identify the Disclosure or Discovery Material on the record,
9 before the close of the deposition all protected testimony.

10 d. For information produced in form other than document
11 and for any other tangible items, that the Producing Party affix in a
12 prominent place on the exterior of the container or containers in which
13 the information is stored the legend “CONFIDENTIAL.” If only a
14 portion or portions of the information warrants protection, the
15 Producing Party, to the extent practicable, shall identify the protected
16 portion(s).

17 C. Inadvertent Failure to Designate

18 1. If timely corrected, an inadvertent failure to designate qualified
19 information or items does not, standing alone, waive the Designating Party’s
20 right to secure protection under this Order for such material. Upon timely
21 correction of a designation, the Receiving Party must make reasonable
22 efforts to assure that the material is treated in accordance with the provisions
23 of this Order, including informing any individuals not a signatory to this
24 Protective Order who have received such documents that the documents
25 have been deemed confidential and must be treated in accordance with the
26 terms of this Order.

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28 ///

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing
3 by the Designating Party, a Receiving Party may disclose any information
4 or item designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Outside Counsel of Record in this
6 Action, as well as employees of said Outside Counsel of Record to
7 whom it is reasonably necessary to disclose the information for this
8 Action;

9 b. The officers, directors, agents hired to assist in the
10 matter, and employees (including House Counsel) of the Receiving
11 Party to whom disclosure is reasonably necessary for this Action;

12 c. Experts (as defined in this Order) of the Receiving Party
13 to whom disclosure is reasonably necessary for this Action and who
14 have signed the “Acknowledgment and Agreement to Be Bound”
15 (Exhibit A);

16 d. The Court and its personnel;

17 e. Court reporters and their staff;

18 f. Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably necessary for
20 this Action and who have signed the “Acknowledgment and
21 Agreement to be Bound” attached as Exhibit A hereto;

22 g. The author or recipient of a document containing the
23 information or a custodian or other person who otherwise possessed
24 or knew the information;

25 h. During their depositions, witnesses, and attorneys for
26 witnesses, in the Action to whom disclosure is reasonably necessary
27 provided: (i) the deposing party requests that the witness sign the
28 “Acknowledgment and Agreement to Be Bound;” and (ii) they will

not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the

Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance not authorized
7 under this Stipulated Protective Order, the Receiving Party must immediately (1)
8 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
9 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
10 the person or persons to whom unauthorized disclosures were made of all the terms
11 of this Order, and (4) request such person or persons to execute the
12 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit
13 A.

14 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
15 **OTHERWISE PROTECTED MATERIAL**

16 A. When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other
18 protection, the obligations of the Receiving Parties are those set forth in Federal
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
20 whatever procedure may be established in an e-discovery order that provides for
21 production without prior privilege review. Pursuant to Federal Rule of Evidence
22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
23 of a communication or information covered by the attorney-client privilege or work
24 product protection, the parties may incorporate their agreement in the Stipulated
25 Protective Order submitted to the Court.

26 **XIII. MISCELLANEOUS**

27 A. Right to Further Relief
28

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

XIV. FINAL DISPOSITION

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
 2 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
 4 reports, attorney work product, and consultant and expert work product, even if
 5 such materials contain Protected Material. Any such archival copies that contain
 6 or constitute Protected Material remain subject to this Protective Order as set forth
 7 in Section V.

8 B. Any violation of this Order may be punished by any and all
 9 appropriate measures including, without limitation, contempt proceedings and/or
 10 monetary sanctions.

11
 12 Dated: January 6, 2023

Respectfully submitted,
 FISHER & PHILLIPS LLP

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 14
 15 By: /s/ Marianna Bertikian
 16 William O. Stein
 17 Marianna Bertikian
 18 Attorneys for Defendants
 19 RICHEMONT NORTH AMERICA,
 20 INC. and VAN CLEEF & ARPELS,
 21 INC.

22
 23
 24 Dated: January 6, 2023

Respectfully submitted,
 FISHER & PHILLIPS LLP

25 By: /S/ Regina Jurczak
 26 Oscar Ramirez
 27 Matthew P. Blair
 28 Regina Jurczak
 Attorneys for Plaintiff
 Zilya Mukharlyamova

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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3 Dated: January 6, 2023

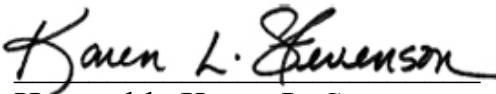
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5 Honorable Karen L. Stevenson
6 United States Magistrate Judge
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EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issue by the United States District Court for the Central District of California
 on [DATE] in the case of ZILYA MUKHARLYAMOVA 2:22-cv-04264-RSWL-
 KS. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____